

Annual Contract Competitive Proposal Request PURCHASING DIVISION	CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE	RESPONSES MUST BE RECEIVED BY: 06/10/2022 11:00 AM CST
TITLE: A22-91081 Window Cleaning Services for the Baton Rouge Metropolitan Airport		RETURN BID TO: PURCHASING DIVISION
FILE NO: 22-91081 REQ NO:	Mailing Address: PO Box 1471 Baton Rouge, LA 70821 Physical Address: 222 St. Louis Street 8 th Floor Room 826 Baton Rouge, LA 70802	
AD DATES: 05/23/2022 & 05/30/2022		
SHIP TO ADDRESS: Baton Rouge Metropolitan Airport 9430 Jackie Cochran Dr. Suite 300 Baton Rouge, LA 70807	Contact Regarding Inquiries: Purchasing Analyst : Mark W. White Telephone Number: 225-389-3259 x 3268 Email: mwhite@brla.gov	
VENDOR NAME	MAILING ADDRESS	
REMIT TO ADDRESS	CITY, STATE, ZIP	
TELEPHONE NO. FAX NO.	E-MAIL	
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER	TITLE	
AUTHORIZED SIGNATURE (Required)	PRINTED NAME	

QUESTIONS TO BE COMPLETED BY VENDOR:

_____ STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER.

_____ % discount for payment made within 30 days. Discount for payment made in less than 30 days, or less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration.

_____ STATE ENUMERATED ADDENDA RECEIVED (IF ANY)

F.O.B.: DESTINATION - PAYMENT TERMS: NET 30

ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID

The signature on this document certifies that proposer has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, proposer further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation. **Bid must be signed in the designated space above and by person authorized to sign for bidder.**

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

INSTRUCTIONS TO BIDDERS/TERMS & CONDITIONS FOR ANNUAL CONTRACTS

Bidders are urged to promptly review the requirements of these specification, terms and conditions and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications, terms and conditions are clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification, terms and conditions documents will not be considered after bids are opened.

1. **Read the entire bid**, including all terms and conditions and specifications.
2. This proposal is to establish firm prices for materials supplies and services for the contract period shown. Delivery shall be made or services provided as needed throughout the contract period, or as required by the specification. Quantities, if shown, are estimated only. Smaller or larger quantities may be purchased based upon the needs of the City-Parish. There is no guaranteed minimum quantity.
3. The contract shall be firm through the period indicated on the cover sheet. Upon agreement of both the contractor and the City - Parish, the contract may be extended a second or a third year or other shortened specified time periods. Extension of the contract into the second or third time periods shall be made by letter on or before the expiration of the contract. Extension is only possible if all prices and conditions remain the same.
4. Proposals are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive proposals. Bidders should rely only on advertisements in the local newspaper, and should personally pick up proposals and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259.
5. The contract title, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
6. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 on or before the specified bid opening date and time. Late bids will not be considered under any circumstances. This is a sealed bid, **NO FAXED OR EMAILED BIDS WILL BE ACCEPTED.**
7. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the city has determined the contractor to be in default, the city reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
8. Except for bids submitted through the www.centralbidding.com on-line bidding site, bids shall be accepted only on proposal forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. The City-Parish will only accept bids from those bidders in whose names the proposal forms and/or specifications were issued. Altered or incomplete proposals, or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection. The entire proposal package, including the specifications and copies of any addenda issued shall be submitted to the Purchasing Division as the bid.
9. All proposals must be typed or written in ink. **Any erasures, strikeouts and/or changes to prices should be initialed by the bidder.** Failure to initial may be cause for rejection of the bid as non-responsive.
10. All proposals must be manually signed by a properly authorized party. Failure to do so shall cause the bid to be rejected as non-responsive.

11. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered. If bidding other than specified, sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications. Failure to comply with this request may eliminate your bid from consideration. If requested, literature and/or specifications must be submitted within five (5) days.
12. Written addenda issued prior to bid opening which modifies the proposal shall become a part of the proposal for bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method.
13. For Printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.
14. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders should submit product label, material safety data sheet and EPA registry number with bid or within five (5) days of request from purchasing office. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
15. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor.
16. The City - Parish reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
17. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
18. All Prices bid shall remain in effect for a period of at least sixty (60) days. City - Parish purchases are exempt from state and local taxes.
19. The City - Parish reserves the right to terminate this contract prior to the end of the contract period on twenty-four (24) hours written notice for unsatisfactory performance. Termination under this paragraph shall not relieve either party of any obligation or liability that may have occurred prior to the effective date of termination.
20. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed?

YES___NO___. If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.

21. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.
22. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.
23. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.
24. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.
25. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a-133).
- A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.
26. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
27. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: <http://city.brla.gov/dept/purchase/bidresults.asp>.
28. Contractor agrees, upon receipt of written notice of a claim of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.

29. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

30. The City of Baton Rouge, Parish of East Baton Rouge launched a new Enterprise Resource Planning (ERP) system, Vendor Self Service (VSS) via Munis. VSS replaced the legacy vendor database and will be used by all departments and agencies citywide.

Vendor Self-Service (VSS) enables vendors to register and maintain information about their organization for the purpose of doing business with City-Parish and receive notifications of business opportunities. The City-Parish procurement activities are subject to the State of Louisiana Public Bid Law, local city-parish ordinances as well as applicable federal statutes as directed by grant providers. Vendors must be registered to receive bid notifications.

New vendors or existing vendors who need to create a VSS account can do so clicking the Registration link at <http://brla.gov/vss>. Vendors are encouraged to review the step by step at <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF> before beginning the registration process which may be assessed at <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF>.

Additional information regarding how to do business with EBR City-Parish is available at: <https://www.brla.gov/DocumentCenter/View/678>.

We also post our scheduled bid openings, as well as unofficial bid tabulations after the bids have opened at <http://city.brla.gov/dept/purchase/bids.asp>.

Note: Commodity codes are required for setting up your profile. These numbers tell us what commodities and services that you can provide. When agencies request products or services, our buyers pull directly from these numbers to send out solicitations, bids, and quotes. The first 3 numbers are the class numbers; the subclasses are two digit numbers that better describe the commodity or service. For questions regarding commodity codes, please contact purchasing at (225) 389-3259 Ext 0.

Important! - A W-9 Form is required in order to do business with City-Parish. Part of the online enrollment process requires you to upload a completed W-9 form. Please have the completed form in an electronic format so that you can submit it as part of the registration process. The W-9 form can be downloaded from the IRS website. We have created step by step directions on how to properly complete the W-9 Form.

FEDERAL CLAUSES, IF APPLICABLE.

I. Remedies for Breach

Bidder acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

II. Termination and Settlement

Bidder acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors' control.

III. Access to Records

Bidder acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, US Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

IV. Equal Employment Opportunity

Bidder acknowledges that all contracts shall contain provisions requiring compliance with

E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Dept. of Labor.

V. Copeland "Anti-Kickback" Act

Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18 U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

VI. Davis-Bacon Act

Bidder acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

VII. Contract Work Hours and Safety Standards Act

Bidder acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

VIII. Rights to Inventions Made Under a Contract or Agreement

Bidder acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms Under Governments Grants, Contracts, and Cooperative Agreements"

IX. Clean Air Act

Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants

X. Clean Water Act.

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities

XI. Energy policy and conservation act

The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

ADDITIONAL REQUIREMENTS FOR THIS BID

- The City-Parish, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees, agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of the City - Parish, its officers, employees and agents. Accordingly, Contractor shall indemnify and save City - Parish, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor and resulting from the negligence, commission or omission of any act by the Contractor, or Contractor's officers, employees, agents or subcontractors.
- If work is to be performed on site, contractor shall furnish proof of insurance as required in specifications in accordance with the requirements included elsewhere in this document.
- Payment terms for services will be **Net 30** days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.
- The City-Parish reserves the right to cancel this contract with thirty (30) days written notice.
- **Termination for Cause:** The City-Parish may terminate this Contract for default by giving the contractor written notice thereof, specifying with particularity each such default. After the **first** such notice of default, Contractor shall have ten **(10) days** after receipt of notice to cure or take reasonable steps to cure the default. If the contractor fails to cure or take reasonable steps to cure the default within such ten-day period, the City-Parish may declare this Contract, as appropriate, terminated. In the event of a **second** notice of default, whether for the same or a different infraction of contractual obligations, the contractor will be given five **(5) days** to cure the default. **If a third notice of default should become necessary, the contract may be terminated upon notification of said default.**
- **Termination for Convenience:** The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice.
- **Termination for Non-Appropriation Clause:** Should the Invitation to Bid result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.
- **Cybersecurity Training Requirement:** Contractor, including all principals, sub-contractors and employees who require access to City-Parish information technology assets, shall complete the cybersecurity training required by La. R.S. 42:1267 and furnish the City Parish proof of said completion prior to being granted access to said assets.
- **SDSs SHOULD BE SUBMITTED WITH BID OR WITHIN FIVE (5) DAYS OF REQUEST FROM PURCHASING OFFICE– FAILURE TO PROVIDE WILL DEEM YOUR BID AS NON-RESPONSIVE:**
All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Additionally, Contractor must submit product labels, safety data sheets (SDS) (formerly material safety data sheets) and EPA registry number to the agency prior to work commencing. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause to the contract being canceled.
- **Mandatory Pre-Bid Conference and Mandatory Job Site Visits:**
Failure to attend pre-bid conference and job site visits will cause your bid to be deemed non-responsive.

- **All items must be bid, a Blank, Zero or N/A will be considered as NO BID:**

All items must be bid, a monetary amount must be entered in the unit price block for each item. A blank space, N/A, No Charge, Included, or a Zero (0) in that column on the Schedule of Bid Items page will be considered NO BID and may cause your bid to be deemed non-responsive. Unit Price controls the bid

Unit Price controls the bid.

- **Ethics:** Vendors and service providers are responsible for adhering to the Louisiana Code of Governmental Ethics throughout the duration of this contract. As such, vendors and service providers shall be responsible for determining and ensuring that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded a contract with the City/Parish
- **Force Majeure:** In case by reason of force majeure either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then except as otherwise expressly provided in this Agreement, if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligations of the party giving such notice (other than the obligations of the [name of payer] to make the payments required under the terms hereof, or to comply with Section [number of section] or [number of section] hereof), as far as they are affected by such force majeure, shall be suspended during the continuance of the inability then claimed which shall include a reasonable time for the removal of the effect thereof, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or of the State or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrest, restraining of government and people, civil disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of existing or impending strikes, lockouts, or other industrial disturbances shall be entirely within the discretion of the party having the difficulty and that the above requirements that any force majeure shall be reasonably beyond the control of the party and shall be remedied with all reasonable dispatch shall be deemed to be fulfilled even though such existing or impending strikes, lockouts, and other industrial disturbances may not be settled but could have been settled by acceding to the demands of the opposing person or persons.

Due to the COVID-19 emergency situation and in light of the Louisiana Governor's Proclamation Number JBE 2020-30, the City of Baton Rouge and Parish of East Baton Rouge, Purchasing Division, is temporarily suspending in-person attendance by vendors at public bid openings for bids published by our office.

Any vendor who would like to listen to the opening of this bid can access the following link, at the date and time of this bid opening:

Join by phone

+1-408-418-9388 United States Toll

Access code: 263 373 080 (followed by the # button)

Alternate numbers to call if number above is not available, which may occur due to network traffic (use the same Access Code, followed by the # button):

United States Toll (Boston) +1-617-315-0704

United States Toll (Chicago) +1-312-535-8110

United States Toll (Dallas) +1-469-210-7159

United States Toll (Denver) +1-720-650-7664

United States Toll (Jacksonville) +1-904-900-2303

United States Toll (Los Angeles) +1-213-306-3065

This link will provide you with live audio access to this bid opening. The link will be live at the noted bid opening time for the date of bid opening.

All other terms & conditions remain unchanged.

Mandatory Pre-bid Conference & Mandatory Job Site Visit

Mandatory Pre-Bid Conference:

When: **May 31, 2022**

Time: **9:00 A.M.**

Location: Baton Rouge Metro Airport
9430 Jackie Cochran Drive
1st Floor, Conference Room
Baton Rouge, LA. 70807

Contact: **Dave Gordon** (for directions and concerning Pre-Bid Conference/Job Site Visits only)

Phone: 225-355-0333

Mandatory Job Site Visit:

The mandatory job site visit will begin immediately following the pre-bid conference on **May 31, 2022**. **Only companies represented at the pre-bid conference and job site visit shall be considered for award through this Invitation to Bid.**

Vendor sign-in forms must be signed before leaving facility. It will be the responsibility of the bidder to ensure that a representative from their company signs the attendance sheets at pre-bid conference and at job site visit location. Failure to attend pre-bid conference and mandatory job site visit will cause your bid to be deemed non-responsive.

All parties interested in this bid must be present and signed into pre-bid conference no later than 9:05 A.M. to be considered eligible for award of this contract.

Questions regarding the pre-bid conference or job site visit may be directed to Dave Gordon at (225) 355-0333.

Inquiry Period:

All inquiries shall be received by 5:00 p.m. on June 1, 2022.

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written questions relative thereto. ***Without exception, ALL questions MUST be in writing and reference the bid number*** (even if an answer has already been given to an oral question during the pre-bid conference or job site visit.)

Inquiries are to be directed as follows:

Hand Delivered, Courier, Delivery by United States Postal Services, E-mail or Fax

Mark W White, Purchasing Analyst
City-Parish Purchasing Department
222 St. Louis Street, Room 826
Baton Rouge, LA 70802

By email: mwhite@brla.gov

FAX: 225-389-4841

The City-Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-Parish reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE

Contractor and any subcontractor shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work. Contractor shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Contractor is responsible for assuring that its subcontractors meet these insurance requirements.

A Commercial General Liability on an occurrence basis as follows:

General Aggregate	\$2,000,000
Products-Comp/Op Agg	\$ 1,000,000
Personal & Adv Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage (Any one fire)	\$ 50,000
Med Exp	\$ 5,000

B. Business Auto Policy
Any Auto, or Owned, Combined Single Limit
Non-Owned & Mired \$ 300,000

C. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.

D. The City of Baton Rouge and Parish of East Baton Rouge must be named as additional insured on all general liability policies described above.

E. Waiver of subrogation in favor of City of Baton Rouge and Parish of East Baton Rouge, is required from Workers Compensation Insurer.

F. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

G. The Certificate Holder should be shown as:

City of Baton Rouge and Parish of East Baton Rouge
Attn: Purchasing Division
Post Office Box 1471
Baton Rouge, Louisiana 70821

**CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE
PURCHASING DIVISION**

Specifications:

Specification Requirements

A22-91081 - Window Cleaning Services at the Baton Rouge Metropolitan Airport

GENERAL: The intent of this solicitation is to establish prices for window cleaning services at Baton Rouge Metropolitan Airport, at 9430 Jackie Cochran Drive, Baton Rouge, La. Contractor, and any sub-contractor, shall comply with all applicable laws, obtain all permits and possess all licenses required in conjunction with work hereunder. The evaluation of the maintenance offered and the determination of the lowest responsive and responsible qualified bidder will be the sole responsibility of the Purchasing Division after consultation with the using agency. Prices include all labor, materials, supplies, equipment and insurance to provide services specified herein.

The Contractor is responsible for verifying the size and condition of the surfaces to be cleaned..

The Contractor is to contract for goods, services, and employment in his firm's name only, and will not implicate the City of Baton Rouge /Parish of East Baton Rouge, and Baton Rouge Metro Airport, here after referred to as "Agency", directly or by inference in these transactions. The Contractor is to be in all respects an independent Contractor and none of his/her employees are to be regarded as employees of the Agency. The contract is not to be assigned or transferred by the Contractor to any subcontractor or franchisee, or any other party during the term of the contract without approval of the City Parish.

The terms and conditions of this contract cannot be changed, altered, or modified in any way without the advance written approval of the Agency. If, because of reasons beyond the control of the Agency (e.g. fire), business operation in all or part of the building is interrupted or stopped, the Agency shall have the right to terminate this contract upon ten (10) days certified written notice without any penalty thereof.

The Contractor shall not allow any person less than 18 years of age or any person that is not on the Contractor's payroll in the facility at any time.

All Contractor personnel are expected to work in a manner which will maintain the security and best interests of the City of Baton Rouge, East Baton Rouge Parish, hereafter referred to as the Agency. The Agency reserves the right to require the Contractor to dismiss any employees deemed careless, insubordinate, or otherwise objectionable or any person whose actions are deemed to be contrary to public interests or inconsistent with the best interest of the Agency. The Contractor agrees that during the term of this contract, he and his employees will conduct themselves in a careful and prudent manner and that he will not permit the facility to be used for purposes other than those specified herein.

The Contactor shall provide all supervision, labor, insurance, cleaning materials, solvents, waxes, supplies, machinery and equipment (in good condition) to perform the window cleaning and related services in accordance with the requirements of this contract. Contractor shall plan, coordinate, schedule, and assure effective performance of all services described herein. Sufficient personnel must be furnished by the Contractor to perform work efficiently and in a reasonable amount of time. Contractor will provide supervision of window cleaning services as outlined herein. The agency representative shall oversee the contracted service.

Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity. Contractor's employees must be easily identifiable at all times by wearing a shirt, hat, apron, vest, etc. with company name on the clothing. All employees shall wear long pants while working at the Airport. Shorts, sweat pants, leggings, or exercise clothing is not acceptable attire.

The Contractor will be **directly** responsible for any and all damages to the building or its contents caused by Contractor employees. Repairs of any damages will be handled by the Airport or any of its designated contractors. **The cost for these repairs will be billed back to the Contractor by the Airport.**

The Contractor will hold and save the Agency, its officers, agents, and employees harmless from liability of any nature or kind including costs and expenses for or any account of lawsuit or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract by the Contractor or its agents.

The Contractor will be directly responsible for compliance with all Agency policies, security measures, and vehicle regulations. Any Contractor employee who is found to be in violation of this policy will be subject to immediate dismissal.

The Contractor shall purchase all licenses necessary for the conduct of these operations and pay all applicable local, state, and federal taxes.

The Contractor will procure insurance as per attached insurance requirements, and shall show evidence of such insurance in the form of Certificates of Insurance prior to the contract beginning.

Although designated storage areas will be provided for storage of Contractor's equipment, materials, and supplies, the Agency shall not be responsible or liable for such equipment, materials, or supplies and the security thereof.

All services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services, shall be subject to inspection by the Agency to the extent practicable, during the term of the contract. All inspections by the Agency shall be made in such a manner as not to unduly delay the work.

Sufficient personnel shall be furnished to perform work efficiently and in a reasonable amount of time. Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. All personnel are required to wear a uniform, and the use of cell phones is prohibited. All personnel will receive close and continuing first-line supervision by the Contractor. Any non-compliance with terms of qualification will be cause for removal from the building. The Contractor is responsible for ensuring that his employees do not disturb papers on desks, open desk drawers, or cabinets, or use Agency computers, fax machines, telephones, copy machines.

PERFORMANCE OF SERVICE: Monthly areas must be cleaned a minimum of once a month. All other areas are to be maintained on a quarterly basis (four times per calendar year). Contractor shall maintain enough employees to complete the specifications on a continued basis. The contractor shall be solely responsible for barricading off work areas to keep the public safe while on site, however while cleaning is being performed the contractor is not allowed to adversely affect any aspect of the airport's operations, or passenger travel.

The Airport will designate a representative of the facility to act as liaison with the Contractor for coordination with the Contractor crew leader and/or their supervisor. The Airport will also inspect all work on a daily basis. Should the performance fall below the levels specified in this document, the Contractor will receive written notice as to such defects and a prorated fee will be deducted from the monthly invoice. Should the unsatisfactory performance continue, the contract shall be terminated upon notification of such default.

SCHEDULING WORK AND REPORTING: The Contractor shall submit to the Agency representative a weekly work report of jobs performed for comparison with the scheduled requirements. This report can be in the form of a checklist. It will also include all periodic work performed.

ABSENTEEISM: The Contractor shall provide relief personnel as necessary to ensure that each assignment is performed daily per contract specifications regardless of employee absenteeism.

SECURITY: The contractor, its subcontractors, and all their employees shall be subject to and shall at all times conform with all rules, regulations, policies and procedures pertaining to security at Baton Rouge Metro Airport. Any violations or disregard for rules, regulations, or policies may be cause for immediate termination. All personal packages brought onto and/or removed from Airport property may be subject to inspection by a Police Officer. Firearms and/or explosives shall NOT be brought onto the Airport's property.

VIOLATORS WILL BE PROSECUTED.

All employees performing work at the Airport shall have in their possession a valid Airport ID badge. The contractor shall be responsible for, at its own expense, obtaining the property security clearance, fingerprinting (\$50), training, and badges (\$30) to access the restricted areas of the Airport including the Security Identification Display Area (SIDA). Identification badges issued by the Airport must be visibly worn at all times while in the SIDA. Payments can be made by cash, credit card or company check. The Agency requires the contractor to return badges of any terminated employee and after the contractor is finished with the project all Airport ID badges must be returned to the Airport Police Department. **If a security badge is not returned or is lost it is an automatic \$250.00 charge.**

SECURITY CLEARANCE REQUIREMENTS/STANDARDS OF CONDUCT: To comply with TSA requirements the Agency requires Criminal Background Checks before and during the contract period and reserves the right to request drug testing/screening all at no additional cost to the Agency, for all Contractor's employees. The City also reserves the right to request additional drug screens for Contractor's staff for reasonable cause. Any Contractor's staff that tests positive on any drug screen(s) shall be immediately dismissed.

It is at the discretion of the City to determine acceptability of Contractor's employees based on finding derived from the criminal background check. Drug tests/screens on all of Contractor's staff either working or supervising work onsite must be performed by a company that this service is a part of their routine business. These must be submitted before work starts, and the City also reserves the right to request random drug testing/screening at no additional cost to the City, for staff during the contract period as deemed necessary for reasonable cause. Any staff testing positive on any drug screen(s) shall be immediately dismissed, and/or will not be allowed to work at the Baton Rouge Metropolitan Airport.

KEYS: Contractor is to be responsible for all keys issued—Keys are not to be left in doors and Contractor is not to admit anyone to offices while work is in progress unless advised by Agency contact. All doors are to be closed, locked, and checked before leaving the building. In the event of key loss, Contractor will reimburse Agency for replacement, or corrective measures, to include re-keying of affected locations.

CONFIDENTIALITY: The following provision will apply unless the agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the City-Parish operations which are designated confidential by the City-Parish and made available to the Contractor in order to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the City-Parish. The identification of all such confidential data and information as well as the City-Parish's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the City-Parish in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the City-Parish to be adequate for the protection of the City-Parish's confidential information, such methods and procedures may be used, with the written consent of the City-Parish, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

DISPOSAL OF WASTE: It shall be the responsibility of the Contractor to dispose of any and all waste liquids off site and in compliance with all federal, state, or local laws and regulations. No chemicals, strippers, wax, etc. shall be disposed of in plumbing fixtures, floor drains, or storm drains.

PUBLIC BID LAW: This service Proposal is not within the purview of the public bid law, LA R.S. 38:2212, e.t. seq. However, it is the intent of the City-Parish to award to the lowest responsive and responsible qualified bidder. The right is reserved to waive irregularities and to reject all bids, if that is in the best interest of the City-Parish.

SPECIAL NOTICE: If any services are not in conformity with the requirements of the contract, the Owner shall have the right to (a) require the Contractor to immediately take necessary steps to perform the services in conformity with the requirements of the contract; and (b) make monetary deductions based on the value of the square footage of the defective area to reflect the reduced value of the services performed.

METHOD OF AWARD: City-Parish reserves the right to award items as specified as deemed to be in the best interest of the City-Parish (Agency). The City-Parish reserves the right to increase or decrease days of service as deemed to be in the best interest of the City-Parish.

Both items should be bid, a monetary amount should be entered in the unit price block for each item. A blank space, N/A, No Charge, Included, or a Zero (0) in that column on the Schedule of Bid Items page will be considered NO BID and may cause your bid to be deemed non-responsive.

Unit Price controls the bid

INSURANCE REQUIREMENTS: Contractor's insurance certificate must be submitted and approved prior to the implementation of the contract and kept current throughout the term of the contract. The City of Baton Rouge and Parish of East Baton Rouge must be listed as an added insured. See Insurance Requirements listed elsewhere in this bid.

CONTRACT RENEWAL: At the option of the Agency and acceptance by the Contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms and conditions. Total contract may not exceed thirty-six (36) months.

CONTRACTOR'S PERSONNEL: The Contractor's employees shall report to the Police/ARFF personnel upon arrival and departure of work crews by contacting the ARFF dispatcher by the use of a house phone and dialing 3-3-3. Sufficient personnel shall be furnished to perform work efficiently and in a reasonable amount of time. Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity.

CONTRACTOR SUPERVISION: The Contractor shall arrange for satisfactory supervision of the contract work. It shall not be considered a responsibility of the Agency.

CONTRACT MANAGER: The Contractor shall provide the name, address, telephone number, fax number, and an email address for the Contract Manager. This information must be kept current throughout the contract, with written notice given to the Agency representative, currently **Dave Gordon**. dgordon@brla.gov

Functioning telephone, fax, and cell phone numbers and e-mail addresses that can accept voice mail communications or electronic transmissions must be maintained by the Contract Manager. Any change in telephone, cell phone, and fax numbers or e-mail addresses must be available to the Agency within a twenty-four (24) hour period. Failure to report these changes may constitute grounds for placing the Contractor in default.

All calls and pages shall be returned within a two hour period. Functioning telephone, fax, cell phone numbers and email addresses must be maintained by the Contract Manager. Failure to return calls and pages within two hours will constitute grounds for placing Contractor in default. The Contract Manager is responsible for the management and scheduling of work to be performed under this contract. Any person filling this position must have prior approval. Any change in telephone, cell phone, fax numbers, or email addresses must be available to the Agency representative within twenty-four (24) hours. Failure to report these changes will constitute grounds for placing the Contractor in default.

ON-SITE SUPERVISOR: The Contractor shall provide the name, address, and telephone number of the on-site supervisor in writing to the Agency representative. The term "On-site supervisor" means a person designated by the Contractor who has full authority to act on behalf of the Contractor on a day-to-day basis at the work site. Any person filling this position must have prior approval. Any change in telephone/beeper numbers must be available to the Agency within a twenty-four (24) hour period. Failure to report these changes may constitute grounds for placing the Contractor in default.

Contractor will meet with City Parish representative prior to the contract commencing to discuss contract service requirements.

SAFETY DATA SHEETS (SDS): (formerly Material Safety Data Sheets):

All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. **NOTE: SDSs SHOULD BE SUBMITTED WITH BID OR WITHIN FIVE (5) DAYS OF REQUEST FROM PURCHASING OFFICE– FAILURE TO PROVIDE WILL DEEM YOUR BID AS NON-RESPONSIVE.**

It will be the responsibility of the Contractor, to furnish the Agency with all applicable Safety Data Sheets prior to commencing work at designated buildings on any and all chemicals being furnished by him under this contract, as indicated with their bid submittal.

If contractor wants to use a new chemical at any City-Parish building, it will be responsibility of the Contractor to provide the new SDS sheets to the Purchasing Division and the agency representative on any and all chemicals to be furnished by him under this contract. SDS must be received prior to cleaning with the new chemical.

EQUIPMENT: Contractor shall provide calibrated equipment and meet or exceed EPA emission standards. No pressure washers will be allowed for the cleaning of windows. All equipment shall be provided by the contractor and will be maintained for the safety of the public and the contractor's employees. Equipment with frayed cords is prohibited.

**CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE
PURCHASING DIVISION**

CLEANING SCHEDULE – CONTRACT A22-91081

AREAS TO BE SERVICED A MINIMUM OF ONCE EACH MONTH:

1ST Floor

1. Interior and exterior of windows across the terminal front.
2. Interior and exterior of windows of rental car building.
3. Interior and exterior glass of walkway from rental car building to rental car garage.
4. Interior and exterior glass of parking garage vestibules.
5. Interior and exterior of glass wall in executive parking area.

2nd Floor Terminal Non-Secure Side

1. Interior and exterior of high terminal glass in vestibule area (main terminal entrance).
2. Interior and exterior glass of pedestrian bridge between garage and terminal.

AREAS TO BE SERVICED A MINIMUM OF ONCE EVERY 3 MONTHS (4 times per calendar year):

1ST Floor

1. Interior and exterior of front conference room of Airport Police/ARFF facility.

2nd Floor Terminal Non-Secure Side

1. Interior and exterior of windows of the **AMG** office building.
2. Rotunda interior glass to top of administration level (top of 3rd floor).

2nd Floor Terminal Secure Side

1. Interior and exterior of main rotunda viewing wall.
2. Interior and exterior of sky light windows in ceiling of rotunda area.
3. Interior and exterior of all windows in Concourse A and Concourse B.
4. Interior and exterior of all windows of secure side of **AMG** office building.

3rd Floor Terminal Non-Secure Side

1. Interior and exterior of windows in administration area.

Terminal Front Exterior Water Wall

1. Front and back sides of water wall
2. Caulk filler in between the glass panels shall be cleaned as well using anti-mildew cleaner and towels.

NOTE: Care shall be used to not damage, or remove any of the caulk on the water wall.

NOTE: GLASS DOME SKYLIGHT IS EXCLUDED FROM THIS CONTRACT.

Schedule of Bid Items

ANNUAL CONTRACT A22-91081

It is the intent of this proposal to establish prices for Window Cleaning to be performed at the BR Metro Airport Terminal Building

All items should be bid, a monetary amount should be entered in the unit price block for each item. A blank space, N/A, No Charge, Included, or a Zero (0) in that column on the Schedule of Bid Items page will be considered NO BID and may cause your bid to be deemed non-responsive.

UNIT PRICE CONTROLS THE BID

ITEM NO.	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	ANNUAL TOTAL
0001	Contractor shall furnish all labor, supervision, equipment, tools, parts and materials, insurance, as necessary to PROVIDE MONTHLY WINDOW CLEANING SERVICES as outlined in the bid specifications, at the Baton Rouge Metropolitan Airport, 9430 Jackie Cochran Drive, Baton Rouge, Louisiana.	12	MONTH	\$ _____	\$ _____
0002	Contractor shall furnish all labor, supervision, equipment, tools, parts and materials, insurance, as necessary to PROVIDE QUARTERLY WINDOW CLEANING SERVICES as outlined in the bid specifications, at the Baton Rouge Metropolitan Airport, 9430 Jackie Cochran Drive, Baton Rouge, Louisiana.	4	QUARTERS	\$ _____	\$ _____

NOTE: All prices shall include all supplies, equipment, fuel charges, travel charges, meals, and any other fee that may relate to the services provided.

**BIDDER'S ORGANIZATION
BIDDER IS:**

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A CORPORATION

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION SHOULD BE SUBMITTED WITH BID.

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID SHOULD COMPLETE THIS FORM.

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____ a corporation organized under the laws of the State of _____ and domiciled in _____ was held this ____ day of _____, 20__ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that _____ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____ a corporation created under the laws of the State of _____ domiciled in _____; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the ____ day of _____, 20__, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This ____ day of _____, 20__.

SECRETARY

SAMPLE / AGREEMENT

THIS AGREEMENT, made and entered into at Baton Rouge, Louisiana, effective the ____ day of _____, 20__, by and between the City of Baton Rouge and Parish of East Baton Rouge (herein after called "Owner") and _____ (herein after called "Contractor").

The Contractor shall perform all work required by the Contract Documents for the following services:

Annual Contract Number and Title _____

For the Contract Period _____

1. The following Contract Documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full:
 - A. Bid Documents complete with terms and conditions
 - B. The Contractor's Proposal with all attachments.
 - C. The Specifications
 - D. The following enumerated addenda: _____
2. No amendment to this Contract shall be made except upon the written consent of the parties.
3. Insurance and Indemnity requirements shall conform to those stated in the specifications.
4. Contractor shall be paid an amount based on the attached Exhibit A:
5. Right to Audit/Records Retention. The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract. Louisiana Revised Statute 44:36 Preservation of Records states that public records shall be preserved and maintained for a period of at least (3) three years from the date on which the public record was made.
6. Payment terms for services will be Net 30 days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

WITNESS:

CITY OF BATON ROUGE
AND PARISH OF EAST BATON ROUGE
Owner

By _____

Sharon Weston Broome, Mayor-President
Kris R. Goranson, Purchasing Director

WITNESS:

Contractor

By _____

(Typed / Printed Name and Title)

Approved as to form:

Parish Attorney's Office